

1 and not knowingly committed, and wishes to settle this matter
2 with the Department.

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4 II. For purposes of amicably resolving and closing the above-referenced
5 matters the Respondent agrees to the following terms and conditions and the
6 Department accepts the same:

- 7 1. The Respondent agrees that it has voluntarily entered into this
8 Agreement without reliance upon any discussions between the
9 Department and Respondent, without promise of a benefit of any kind
10 (other than concessions contained in this Agreement), and without
11 threats, force, intimidation, or coercion of any kind. The
12 Respondent further acknowledges its understanding of the nature of
13 the offenses stated above, including the penalties provided by law.
- 14 2. The Respondent agrees to waive any and all rights to a hearing and
15 appeal thereof.
- 16 3. The Respondent agrees that it will not deny the factual basis for
17 this Agreement to which it has stipulated above and will not give
18 conflicting statements about such facts or its involvement in the
19 stipulated facts.
- 20 4. The Respondent agrees that all terms of this Agreement are
21 contractual and none is a mere recital.
- 22 5. The Respondents will pay a fine for violation of the Chapter and
23 Rules in the amount of \$2,000.00 within thirty days of the execution
24 of this agreement.
- 25 6. The Respondent acknowledges that failure to make payment as agreed
above or further violations of law will result in license action and
additional administrative fines.
7. Each person who signs this Consent Order in a representative
capacity warrants that his or her execution of this Consent Order is
duly authorized, executed, and delivered by and for the entity for
which he signs.

24 This Agreement represents the complete and final resolution of, and discharge
25 of any basis for any civil or administrative proceeding by the Department
against the Respondent for violations arising as a result of or in connection
with any actions or omissions by the Respondent through the date of this

Order as it applies to the allegation of the above captioned cause; provided, however, this release does not apply to facts not known by the Department or not otherwise provided by the Respondent to the Department as of the date of this Order. This agreement does not preclude any consumer from filing a claim pursuant to RSA 383:10-d. The Department expressly reserves its right to pursue any administrative or civil action or remedy available to it should the Respondent breach this Agreement or in the future violate the Act or rules and orders promulgated thereunder.

WHEREFORE, based on the foregoing, we have set our hands to this Agreement, with it taking effect upon the signature of Peter C. Hildreth, Bank Commissioner.

Recommended this 1st day of August, 2007 by

/S/
James Shepard, Staff Attorney, Banking Department

Executed this 23rd day of July, 2007.

/S/
Courie Gayle, as representative for Respondents

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 23rd day of July, 2007, by Courie Gayle of the above-named entity, on behalf of the organization.

[ed: signature was properly notarized]

Notary Public / Justice of the Peace

My Commission Expires:

1
2 FINDING THE ABOVE CONSENT ORDER AND THE AGREEMENTS CONTAINED THEREIN TO BE IN
3 THE PUBLIC INTEREST IT IS;

4 SO ORDERED

5 this 2nd day of August, 2007.
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7 /s/
8 Peter C. Hildreth,
Bank Commissioner
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